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30a. SIGNATURE	OF OFFEROR/CONTRA	CTOR			•	31a. UNITED	STATES OF AM	MERICA	(SIGNA	TURE OF CONTRAC	TING OFFICE	R)	
30b. NAME AND	TITLE OF SIGNER (Type or print)		30c. DATE	SIGNED	31b NAME	OF CONTRA	CTING	OFFICE	ER (Type or print)		31c. DA	SIGNED
- Jo. HANNE AND	LE OF DIGNERY	יאוווא זי טעני.		DAIE	. SIGNED	ļ	Hutton	J 1111G	J-F101			9/21	
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19. ITEM NO.		20. SCHEDULE OF SUPPL	IES/SERVICI	ES		21. QUANTITY	22. UNIT		23. PRICE	24. AMOUNT		
0002	LINE SCANN	VER, #1042-0004,	EZ240			1	EA					
	(No cost o	component item)										
i												
0003	POWER SUPP	PLY UNIT PEZ 0211,	SCANN	NER, #131-30	000	1	EA					
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0004		WORKSTATION, #20	01-000	06		1	EA					
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0000	-	component item)	m2003	0003		-						
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0006	MOUSE PAD,	w/ FAXITRON LOGO	, #201	.0-0001		1	EA					
		omponent item)										
0007	SOFTWARE &	MANUAL FOR EZ-24	0, #20	15-0003		1	EΑ					
	(No cost c	omponent item)										
					İ	ĺ				•		
0008		ACE CARD IF 0114,	#2019	-0002		1	EA					
	(No cost c	omponent item)										
	*****	DAGE GADE ID 0110	4201	0.0003		1	EA					
0009		FACE CARD LB 0112 omponent item)	, #2UI	9-0003		+	EA					
	(NO COSE C						·					
0010	LVDS CARLE	, 6M (18 FEET), S	TANNER	. #2019~0051	,	1	EA			•		
0010		omponent item)		, ,,	_	_						
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0011	POWER SUPP	LY CABLE, 2M (6 FI	EET),	SCANNER,		1	EA					
-	#2019-0052	(No cost compo	nent	item)	l							
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32b. SIGNATURI	E OF AUTHORIZED	GOVERNMENT		32c. DATE	32d. PRIN	TED NAME A	AND TI	TLE OF AUT	HORIZED G	OVERNMENT REPRESENTATIVE		
32e. MAILING AD	DRESS OF AUTHO	RIZED GOVERNMENT REPRESE	NTATIVE		32f. TELEF	HONE NUM	BER C	F AUTHORIZ	ZED GOVER	NMENT REPRESENTATIVE		
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PARTIAL 38. S/R ACCOUN	☐ FINAL IT NUMBER	39. S/R VOUCHER NUMBER	40. PAID E	[3Y								
		ORRECT AND PROPER FOR PA	T		42a. RE0	CEIVED BY	(Print)	···-				
41b. SIGNATURE	AND TITLE OF CE	RTIFYING OFFICER	41	c. DATE	42b. RE	CEIVED AT	(Locatio	on)				
					<u> </u>							
					420. DAT	E REC'D (Y	r i tvitvii L		42d, TOTA	L CONTAINERS		

	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF	-
CONTINUATION SHEET	CPSC-S-05-0030	3	1 9	

NAME OF OFFEROR OR CONTRACTOR

TEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE	AMOUNT (F)
012	SET OF RIBBON CABLE, 0.6M (1.5 FEET), SCANNER, #2019-0053 (No cost component item) SHIPPING: FOB DESTINATION	1			
	TECHNICAL POINT OF CONTACT: ARTHUR LEE, (301) 504-7539				
	NOTE: DELIVERY INSTRUCTIONS MAY REQUIRE ADVANCE NOTIFICATION (Page 15).				
	Total amount of award: \$32,158.00. The obligation for this award is shown in box 26.				
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52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items. (APR 2005)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - [X] (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - [X] (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
 - [](1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
 - [](2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
 - [](3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
 - [](4)(i) 52.219-5, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - [](ii) Alternate I (MAR 1999) of 52.219-5.
 - [](iii) Alternate II (JUN 2003) of 52.219-5.
 - [](5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 - [](ii) Alternate I (OCT 1995) of 52.219-6.
 - [] (iii) Alternate II (MAR 2004) of 52.219-6.
 - [](6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 - [](ii) Alternate I (OCT 1995) of 52.219-7.
 - [] (iii) Alternate II (MAR 2004) of 52.219-7.
 - [](7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
 - [](8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
 - [](ii) Alternate I (OCT 2001) of 52.219-9.

- [](iii) Alternate II (OCT 2001) of 52.219-9.
- [](9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- [](10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- [](ii) Alternate I (JUN 2003) of 52.219-23.
- [](11) 52.219-25, Small Disadvantaged Business Participation Program Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [](12) 52.219-26, Small Disadvantaged Business Participation Program Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [](13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- [X](14) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- [](15) 52.222-19, Child Labor Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).
- [X](16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- [X](17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- [X](18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- [](19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- [](20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- [](21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- [](22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- [](ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- [X](23) 52.225-1, Buy American Act Supplies (JUN 2003) (41 U.S.C. 10a-10d).
- [](24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- [](ii) Alternate I (JAN 2004) of 52.225-3.
- [](iii) Alternate II (JAN 2004) of 52.225-3.

- [](25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [](26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [](27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- [](28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- [](29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [](30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [](31) 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- [](32) 52.232-34, Payment by Electronic Funds Transfer Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- [](33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- [](34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- [](35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- [](ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
 - [](1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
 - [](2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - [](3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - [](4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - [](5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records Negotiation.
 - (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
 - (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
 - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
 - (vi) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
 - (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
 - (2) While not required, the contractor may include in its subcontracts for commercial

items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.000-1 A CONTRACTOR'S NOTE - DELIVERIES TO HEADQUARTERS

Deliveries and/or shipments shall not be left at the Loading Dock. All deliveries shall be considered "inside deliveries" to the appropriate room at the Consumer Product Safety Commission (CPSC) and in accordance with the instructions below. When scheduling deliveries the purchase order number shall always be referenced and all packages shall clearly display the Purchase Order Number on the outside of the cartons and/or packages, to include the packing slip.

ATTENTION GOVERNMENT VENDOR

a. DELIVERY INSTRUCTIONS FOR LARGE OR HEAVY ITEMS:

If the shipment or item being delivered requires use of a loading dock, advance notification is required. The contractor shall contact Mr. Arliss Butler, Shipping and Receiving Coordinator at (240) 882-6386 or Mr. Ray Garcia, Property Management Officer at (301) 504-0666 ext 1144, forty-eight (48) hours in advance of the date the items are to arrive to schedule use of the loading dock.

LOADING DOCK HOURS OF OPERATION: 9:00 am to 11:00 am or 1:30 pm to 4:00 pm, Monday through Friday (except holidays)

Please notify contact person if there is a change in the delivery date. For changes, delays, or assistance please contact CPSC as follows:

Administrative Services (301) 504-7113 Procurement Services (301) 504-7927

Upon arrival, the driver should use the intercom box at the loading dock to obtain assistance in using freight elevators and to gain access to CPSC security areas.

b. DELIVERY INSTRUCTION FOR SMALL ITEMS

When delivering or shipping small items, the contractor and/or carrier service shall report to the 4th floor lobby, North Tower, 4330 East West Highway, to sign in with the CPSC guard. Upon completion of signing in, the contractor shall deliver all shipments to the Mail Room, Room 516. After delivery, delivery personnel shall promptly depart the building.

MAIL ROOM HOURS OF OPERATION: Monday through Friday (except holidays) - 7:30 am to 5:00 pm

- c. BILLING INSTRUCTIONS: At a minimum, each invoice shall include:
- 1. The name and address of the business concern (and separate remittance address, if applicable).
- 2. Taxpayer Identification Number (TIN).
- 3. Invoice date (use of invoice number in addition to invoice date is prudent but not required).
- 4. The contract number and delivery/task order number, as appropriate, or purchase order number (see block 2 of OF347 and block 4 of SF1449 on page 1 of this order), or other authorization for delivery of goods of services.
- 5. Description, price and quantity of goods or services actually delivered or rendered.

- 6. Shipping cost terms (if applicable).
- 7. Payment terms.
- 8. ACH Vendor Information which includes the Financial Institution, routing transit number, and depositor account number. In addition please specify whether account is a checking account or savings account.
- 9. Other substantiating documentation or information as specified in the contract or purchase order.
- 10. Name (where practicable), title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.
- 11. ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO THE PAYMENT ADDRESS indicated on page one of this document.

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor. Inquiries regarding payment should be directed to the Finance Office at 301-504-7172 or 301-504-7130.

d. ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER:

Contact: PETER J. NERRET, SR., CONTRACT SPECIALIST Contract Specialist at (301) 504-7033

e. PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES

The Purchase Order/Receiving Report (Optional Form 347 or Standard Form 1449) must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Purchase Order/Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, the acceptance block shall be completed (Blocks 32 a, b & c on the SF 1449 and column G and page 2 of the OF 347).

The receiving report shall be retained by the requesting office for confirmation when certifying invoices.

f. PROPERTY/EQUIPMENT PURCHASES

In the case of Purchase Orders/Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Purchase Order/Receiving Report must also be immediately forwarded directly to the Property Management Officer in the Division of Administrative Services. The transmittal of Purchase Orders/Receiving Reports to the property management officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.